

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

In re:

EPIC Companies Midwest, LLC,
EPIC Companies Midwest 2023, LLC,
EPIC Employee, LLC,
EOLA Capital, LLC, and
EC West Fargo, LLC,

Debtors.

Jointly Administered

Bankruptcy No. 24-30281
Bankruptcy No. 24-30282
Bankruptcy No. 24-30283
Bankruptcy No. 24-30284
Bankruptcy No. 24-30285

Chapter 11

EPIC Companies Midwest 2023, LLC,

Plaintiff,

v.

Adversary No. 25-07019

West Fargo Dive Bar, LLC,

Defendant.

**EPIC LIQUIDATING TRUST'S NOTICE OF MOTION AND MOTION TO APPROVE
SETTLEMENT**

1. The EPIC Liquidating Trust (the “Liquidating Trust”) for EPIC Companies Midwest, LLC (“EPIC Midwest”), EPIC Companies Midwest 2023, LLC (“EPIC Midwest 2023”), EPIC Employee, LLC (“Employee”), EOLA Capital, LLC (“EOLA”), and EC West Fargo, LLC (“EC,” and together with EPIC Midwest, EPIC Midwest 2023, Employee, and EOLA, the “Debtors”) hereby moves the Court for an order pursuant to Fed. R. Bankr. P. 9019(a) approving a settlement between the Liquidating Trust, on behalf of certain of the Debtors, and West Fargo Dive Bar, LLC (“Dive Bar”).

2. This Motion arises under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002(a)(3) and 9019(a). This Motion is filed under Fed. R. Bankr. P. 9013, Local Rule 9013-1, and the Court’s

Order Establishing Settlement Procedures (ECF No. 123). Notice of this Motion is provided pursuant to the Court's Order Limiting Notice Pursuant to Fed. R. Bankr. P. 2002(i) (ECF No. 124).

3. Between October 1, 2023 and December 1, 2023, Dive Bar executed two promissory notes, each in favor of EPIC Midwest 2023, with principal amounts totaling \$20,000 (the "Notes").

4. Between October 2, 2023 and November 27, 2023, EPIC Midwest 2023 transferred a total of \$20,000 to Dive Bar pursuant to the Notes (the "EPIC Midwest 2023 Transfers").

5. The Notes required Dive Bar to make monthly payments to EPIC Midwest 2023 in the form of interest at a rate of 8.0% per annum.

6. After June 30, 2024, Dive Bar ceased making monthly payments to EPIC Midwest 2023 as required by the Notes.

7. On or around December 27, 2023, EPIC Employee separately transferred \$7,000 to Dive Bar as a temporary loan (the "EPIC Employee Transfer," and together with the EPIC Midwest 2023 Transfers, the "Transfers"). Dive Bar did not re-pay EPIC Employee for the \$7,000 temporary loan.

8. On March 10, 2025, the EPIC Midwest 2023¹ commenced an adversary proceeding against Dive Bar, Adv. No. 25-07019 (the "Adversary Proceeding"), alleging, among other things, that Dive Bar breached the Notes and seeking to recover the EPIC Midwest 2023 Transfers. EPIC Midwest 2023 sought to recover a total amount in excess of \$22,047.97 from Dive Bar. On May 7, 2025, Dive Bar filed an answer in the Adversary Proceeding asserting various affirmative defenses.

¹ The claims of EPIC Employee were inadvertently omitted from the complaint.

9. The parties engaged in good faith negotiations and ultimately reached an agreement to avoid litigating these issues.

10. To avoid the costs and uncertainties of litigation, Dive Bar will make a one-time payment of \$10,000 to the Liquidating Trust by October 20, 2025. In addition, Dive Bar will make monthly payments to the Liquidating Trust at a rate of 6% (\$517.00), beginning on November 1, 2025. Dive Bar's obligation to make monthly payments to the Liquidating Trust continues through and including: (a) October 1, 2028; or (b) the date on which the full balances owed to EPIC Midwest 2023 and EPIC Employee are satisfied, whichever is earlier. If Dive Bar makes accelerated payments such that the balances are nearly satisfied by December 31, 2026, the principal amount owed by Dive Bar will be reduced by \$3,000.

11. In exchange for the one-time \$10,000 payment and the monthly payments from Dive Bar, and assuming Dive Bar's full compliance with the agreement, the Liquidating Trust, on behalf of EPIC Midwest 2023 and EPIC Employee, agrees to deem the Notes fully satisfied and to release Dive Bar from all claims, liabilities, obligations, and causes of action relating to the Notes, the Transfers, and any other transactions between Dive Bar, EPIC Midwest 2023, and EPIC Employee.

12. The Liquidating Trust believes that the costs of litigation will reduce the funds available to pay claims if the dispute is not settled and Dive Bar has essentially agreed to pay all amounts owed to EPIC Midwest 2023 and EPIC Employee. Based on these circumstances, the Liquidating Trust believes the settlement is in the best interest of creditors.

13. The Liquidating Trust requests that the Court approve the settlement described herein pursuant to Fed. R. Bankr. P. 9019(a).

14. Any objection to the Motion must be filed with the Clerk of the United States Bankruptcy Court, whose address is Quentin N. Burdick Courthouse, 655 First Avenue North, Suite 210, Fargo, North Dakota 58102, and served upon the attorney whose name and address is listed below, by Friday, October 31, 2025, which is twenty-one (21) days from the date of the filing of this Motion. Any objections not filed and served may be deemed waived and the Court may enter an order approving this settlement without further notice or hearing.

Dated: October 10, 2025

/e/ Steven R. Kinsella

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ATTORNEYS FOR THE EPIC LIQUIDATING TRUST

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ORDER

On October 10, 2025, the EPIC Liquidating Trust, on behalf of the Plaintiff/Debtor, filed a motion seeking approval of a settlement. The EPIC Liquidating Trust served notice of the motion summarizing the settlement between the EPIC Liquidating Trust and West Fargo Dive, LLC. The Court received no objections. Based on the information provided by the EPIC Liquidating Trust on behalf of the Plaintiff/Debtor and the documents filed in this case, the Court finds that the proposed settlement is fair and equitable, reflects a balance of the risks of litigation with potential recovery, and appears to be in the best interest of creditors. Therefore, **IT IS ORDERED** that the Motion to Approve Settlement [Adversary No. 25-07019, Doc. __; Bankruptcy No. 24-30281, Doc. __] is **GRANTED** and the settlement is **APPROVED**.

Dated this ____ day of November, 2025.

Shon Hastings, Judge
United States Bankruptcy Court